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18440  
OCT 20 1993 9:43 AM  
INTERSTATE COMMERCE COMMISSION

William F. Goodwin, Jr.  
President



Bank of Houston

POST OFFICE BOX 8306 - HOUSTON TEXAS 77288-8306

18440  
OCT 20 1993 9:43 AM  
INTERSTATE COMMERCE COMMISSION

18440  
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INTERSTATE COMMERCE COMMISSION

August 10, 1993 OCT 20 1993 9:43 AM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

OCT 12 2 48 PM '93

RECEIVED  
OFFICE OF THE  
SECRETARY

Ms. Mildred Lee  
Interstate Commerce Commission  
12th and Constitution N.W. - Rm. 2303  
Washington, D.C. 20423

Dear Ms. Lee:                      Recordation of Lien  
   3 - Used Tank Cars  
   Jaco Investments, LTD  
   w/Bank of Houston

Our customer, Dr. Jimmy F. Howell has purchased another group of used tank cars and we are enclosing the pertinent documents for your use in perfecting this lien for us:

Note Contract and Security Agreement -                      Loan to Jaco Investments, LTD  
   Amount: \$100,000  
   Secured by: 3 Tank Cars - dated July 27, 1993

Management Agreement -                      By and between GLNX Corporation, The Woodlands, Tx. and Jaco Investments, LTD of Houston, Tx. (owner)

We are also including copy of the Bill of Sale, and our Texas UCC-1 Financing Statement with the Secretary of State.

If there are any questions, please feel free to contact us.

Very truly yours,

*William F. Goodwin*

William F. Goodwin  
President

WFG/jmc

Enclosures

LICENSING BRANCH

OCT 10 12 12 PM '93

RECEIVED  
OFFICE OF THE  
SECRETARY

**Interstate Commerce Commission**  
Washington, D.C. 20423

10/20/93

OFFICE OF THE SECRETARY

Bank Of Houston

Attent: Jane M. Carolus

P.O.Box 8306

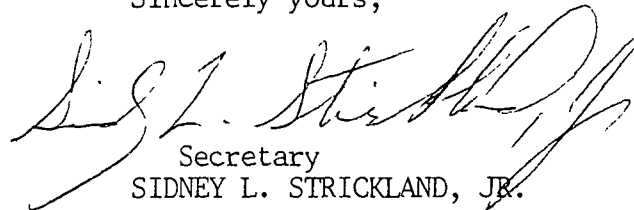
Houston, Texas 77288-8306

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on **10/20/93** at **9:45am**, and assigned  
recording number(s).

**18440, 18440-A, 18440-B & 18440-C**

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

18449  
OCT 20 1993 - 9 45 AM  
INTERSTATE COMMERCE COMMISSION

JACO INVESTMENTS, LTD. 6550 EARNING SUITE 1625 HOUSTON, TX 77030	BANK OF HOUSTON 5115 MAIN STREET PO BOX 8306 HOUSTON, TX 77288-8306	Loan Number <u>1657500</u> Date <u>JULY 27, 1993</u> Maturity Date <u>JULY 30, 2003</u> Loan Amount \$ <u>100,000.00</u> Renewal On <u>NEW 1992 RN</u>
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BORROWER'S NAME AND ADDRESS  
T includes each borrower above jointly and severally

LENDER'S NAME AND ADDRESS  
You means the lender, its successors and assigns

For value received I promise to pay to you or your order at your address listed above the PRINCIPAL sum of ONE HUNDRED THOUSAND AND NO/100 \$ \_\_\_\_\_ Dollars \$100,000.00

☒ Single Advance I will receive all of this principal sum on JULY 27, 1993 No additional advances are contemplated under this note

☒ Multiple Advance The principal sum shown above is the maximum amount of principal I can borrow under this note On \_\_\_\_\_ I will receive the amount of \$ \_\_\_\_\_ and future principal advances are contemplated

Conditions The conditions for future advances are \_\_\_\_\_

☐ Open End Credit You and I agree that I may borrow up to the maximum principal sum more than one time This feature is subject to all other conditions and expires on \_\_\_\_\_

☐ Closed End Credit You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time

INTEREST I agree to pay interest on the outstanding principal balance from JULY 27, 1993 at the rate of 6.500 % per year until JULY 27, 1994

☒ Variable Rate This rate may then change as stated below

☒ Index Rate The future rate will be EQUAL TO the following index rate BANK OF HOUSTON PRIME

☒ Ceiling Rate The interest rate ceiling for this note is the QUARTERLY ceiling rate announced by the Credit Commissioner from time to time

☒ Frequency and Timing The rate on this note may change as often as ANNUALLY

A change in the interest rate will take effect 7-27-94, 95, 96, 97, 98, 99, 00, 01, 02

☐ Limitations During the term of this loan the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %

Effect of Variable Rate A change in the interest rate will have the following effect on the payments

☒ The amount of each scheduled payment will change ☒ The amount of the final payment will change

ACCRUAL METHOD Interest will be calculated on a ACTUAL/365 basis

POST MATURITY RATE I agree to pay interest on the unpaid balance of this note owing after maturity and until paid in full as stated below

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above)

☒ at a rate equal to HIGHEST RATE PERMITTED BY LAW

☒ LATE CHARGE If a payment is made more than \_\_\_\_\_ days after it is due I agree to pay a late charge of \_\_\_\_\_

☒ ADDITIONAL CHARGES In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above

PAYMENTS I agree to pay this note as follows

☒ Interest I agree to pay accrued interest ON DEMAND, BUT IF NO DEMAND IS MADE THEN QUARTERLY

BEGINNING OCTOBER 30, 1993 AND ON JULY 30, 2003

☒ Principal I agree to pay the principal ON DEMAND, BUT IF NO DEMAND IS MADE THEN \$2,500.00 QUARTERLY

BEGINNING OCTOBER 30, 1993, BALANCE DUE JULY 30, 2003

☐ Installments I agree to pay this note in \_\_\_\_\_ payments The first payment will be in the amount of \$ \_\_\_\_\_ and will be due \_\_\_\_\_ A payment of \$ \_\_\_\_\_ will be due \_\_\_\_\_ thereafter The final payment of the entire unpaid balance of principal and interest will be due \_\_\_\_\_

PURPOSE The purpose of this loan is BUSINESS, PURCHASE TANK CARS

ADDITIONAL TERMS SECURED BY THREE TANK CARS AND GTY OF JIMMY P. HOWELL

SECURITY INTEREST I give you a security interest in all of the Property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements and accessions to the Property) wherever the Property is or may be located and all proceeds and products from the Property

☐ Inventory All inventory which I hold for ultimate sale or lease or which has been or will be supplied under contracts of service or which are raw materials, work in process, or materials used or consumed in my business

☒ Equipment All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment

☐ Farm Products All farm products including, but not limited to:

(a) all poultry and livestock and their young, along with their products, produce and replacements

(b) all crops, annual or perennial, and all products of the crops, and

(c) all feed, seed, fertilizer, medicines and other supplies used or produced in my farming operations

☐ Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment All rights I have now and that I may have in the future to the payment of money including, but not limited to:

(a) payment for goods and other property sold or leased or for services rendered whether or not I have earned such payment by performance, and

(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable

The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine

☐ General Intangibles All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name

☐ Government Payments and Programs All payments, accounts, general intangibles or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS)

☒ The secured property includes, but is not limited by the following THREE USED 23,500 GALLON NOMINAL CAPACITY TANK CARS, DOT SPECIFICATION 111A100W3, EQUIPPED WITH 100 TON ROLLER BEARING TRUCKS, CAR#GLN# 23159, CAR#23161 AND CAR #23167

State of Texas  
County of Harris

On this the 12th day of October, 1993, I certify that this "Note Contract and Security Agreement" is a true, exact, complete and unaltered photocopy made by me and that to the best of my knowledge, this photocopy document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary.

Jane M. Carolus  
Jane M. Carolus  
Notary Public in and for the  
State of Texas, County of Harris

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES

If this agreement covers timber to be cut (minerals (including oil and gas) fixtures or crops growing or to be grown, the description of the real estate is \_\_\_\_\_

The Property will be used for a ☐ personal ☒ business purpose

☐ agricultural ☐ other \_\_\_\_\_

SIGNATURES I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2) HAVE RECEIVED A COPY ON TODAY'S DATE

JACO INVESTMENTS, LTD.

BY: [Signature]  
DR. J. P. BOWELL, GENERAL PARTNER

SIGNATURE FOR LENDER  
[Signature]  
PRESIDENT

UNIVERSAL NOTE AND SECURITY AGREEMENT (Not for purchase money installment loans for motor vehicles)  
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